

## **ARTICLE VIII**

### **DISTRIBUTIONS**

The Board of Directors may from time to time authorize, and the Corporation may make distributions (including dividends on its outstanding shares) in the manner and upon the terms and conditions provided by law, the Articles of Incorporation and the resolutions of the Board of Directors.

## **ARTICLE IX**

### **INDEMNIFICATION**

#### **§ 9.01 Mandatory Indemnification.**

The Corporation shall indemnify a director or officer as follows:

(a) To the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding, if the director or officer was a party because he or she is or was at the time of the events upon which the proceeding was based a director or officer of the Corporation. A director or officer shall exercise his or her right to indemnification under this § 9.01 of Article IX by delivering a written demand for indemnification to the Corporation's Treasurer, or the CEO/President if the party seeking indemnification is the Treasurer.

(b) In all cases not included in § 9.01(a) of this Article IX, the Corporation shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was at the time of the events upon which the proceeding was based a director or officer of the Corporation, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the Corporation and the breach or the failure to perform constitutes:

(i) A willful failure to deal fairly with the Corporation or its shareholders in connection with a matter in which the director or officer has a material conflict of interest;

(ii) A violation of the criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(iii) A transaction from which the director or officer derived an improper personal benefit; or

(iv) Willful misconduct.

(c) Whether a director or officer of the Corporation shall be entitled to indemnification under § 9.01(b) shall be determined in accordance with the procedures established in § 9.02 of this Article IX.

(d) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

#### **§ 9.02 Determination of Right to Indemnification.**

A director or officer seeking indemnification under § 9.01(b) of this Article IX shall first make a written request to the Corporation's Treasurer, or the Corporation's CEO/President, if the person seeking indemnification is the Treasurer, for such indemnification. Determination of whether indemnification is required shall be made by one of the following means:

(a) By a majority vote of a quorum of the Board of Directors consisting of directors who are not at the time parties to the same or related proceedings. If such quorum of disinterested directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors and consisting solely of two (2) or more directors who are not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

(b) By independent legal counsel selected by a majority vote of a quorum of the Board of Directors or its committee consisting of directors who are not at the time parties to the same or related proceedings or, if such a quorum cannot be obtained, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings.

(c) By the affirmative majority vote, or unanimous written consent, of the Corporation's shareholders. However, shares owned by or voted under the control of persons who at the time of the vote or consent are parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not be voted in making the determination.

(d) By a panel of three (3) arbitrators consisting of one (1) arbitrator selected by those directors entitled under subsection (b) above to select independent legal counsel, one (1) arbitrator selected by the director or officer seeking indemnification and one (1) arbitrator selected by the other two (2) arbitrators.

(e) By a court of competent jurisdiction upon application by the director or officer for an initial determination of entitlement to indemnification or for review by the court of an adverse determination. Indemnification shall be ordered if the court determines that the director or officer is entitled to indemnification under § 9.01 of this Article IX or that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant

circumstances. If the director or officer is successful in obtaining indemnification by order of the court, in addition to indemnification against all other expenses and liability, the director or officer shall be reimbursed for expenses reasonably incurred in pursuing his or her request for indemnification.

The director or officer of the Corporation seeking indemnification shall designate in his or her request for indemnification the method of making the indemnification determination.

#### **§ 9.03 Advance of Expenses as Incurred.**

The Corporation shall, upon written request by the director or officer, pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding, as those expenses are incurred, if the director or officer furnishes the Corporation a written affirmation of his or her good faith belief that he or she has not breached his or her duties to the Corporation, and the director or officer furnishes the Corporation with a written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined that the indemnification is not required. The Corporation may accept the undertaking without reference to his or her ability to repay the allowance, and the undertaking may be secured or unsecured.

#### **§ 9.04 Insurance.**

The Corporation may purchase and maintain insurance on behalf of its directors and officers, or to reimburse itself, against liability asserted or incurred and expenses incurred by the director or officer or corporation in connection with a proceeding brought against the director or officer in his capacity as a director or officer or arising from his status as a director or officer, regardless of whether the Corporation is required or authorized to indemnify the individual against the same liability pursuant to the provisions hereof.

#### **§ 9.05 Definitions.**

The following terms used in this Article IX shall have the indicated meanings:

(a) "Director" or "officer" means an individual who (i) is or was a director or officer of the Corporation; (ii) an individual who, while a director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation, partnership, joint venture or other enterprise; or (iii) while a director or officer of the Corporation, is or was serving an employee benefit plan because his or her duties to the Corporation also impose duties on, or otherwise involve services by, the person to the plan or to the participants in or beneficiaries of the plan. "Director" or "officer" includes the estate or personal representatives of a director or officer.

(b) "Expenses" include all fees, costs, charges, attorneys' counsel fees and other expenses and disbursements incurred in connection with a proceeding.

(c) "Liability" includes the obligation to pay a judgment, settlement, penalty, fine, assessment or forfeiture, including an excise tax assessed with respect to or on an employee benefit plan, and reasonable expenses.

(d) "Party" includes an individual who was or is, or who is threatened to be made, or is at risk of becoming, a named defendant or respondent in a proceeding.

(e) "Proceeding" means any threatened, pending or completed action, suit, claim, litigation, appeal, arbitration or other proceeding, whether civil, criminal, administrative or investigative, formal or informal, predicated on foreign, federal, state or local law, brought by or in the right of the Corporation or by any other person or by any governmental or administrative body.

#### **§ 9.06 Savings Clause.**

To the extent any court of competent jurisdiction shall determine that the indemnification provided under this Article IX shall be invalid as applied to a particular claim, issue or matter, the provisions hereof shall be deemed amended to allow and require indemnification to the maximum extent permitted by law.

#### **§ 9.07 Effective Date.**

This Article IX shall be deemed to be a contract between the Corporation and each previous, current or future director or officer. The provisions of this Article IX shall apply to all proceedings commenced after the date hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article IX shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

### **ARTICLE X**

#### **CORPORATE SEAL**

The Corporation shall have no seal.

**ARTICLE XI**  
**AMENDMENTS**

**§ 11.01 Board of Directors.**

The Board of Directors, from time to time, by vote of a majority of the directors then in office, may adopt, amend or repeal any and all of the Corporation's Bylaws, unless the Articles of Incorporation or the Act reserve this power exclusively to the shareholders in whole or in part; or the shareholders, in adopting, amending or repealing a particular bylaw provide expressly that the Board of Directors may not amend or repeal that bylaw.

**§ 11.02 Shareholders.**

The shareholders, from time to time, by vote of a majority of the shares entitled to vote, may adopt, amend or repeal any and all of the Corporation's Bylaws.

**§ 11.03 Implied Amendments.**

Any action taken or authorized by the shareholders or by the Board of Directors, which would be inconsistent with the Bylaws then in effect but which is taken or authorized by the unanimous written consent of the shareholders or Board of Directors or by the affirmative vote of not less than the number of shares or the number of directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

**ARTICLE XII**  
**STOCK TRANSFER RESTRICTION**

In the event the shareholders of the Corporation make a valid election pursuant to Section 1362 of the Internal Revenue Code of 1986, as amended or any successor provision thereto, to be treated as a small business corporation ("S Corporation"), no shareholder of the Corporation shall, without the written consent of shareholders holding more than one hundred percent (100%) of the outstanding stock of the Corporation, transfer any shares of such stock to any person who, by reason of being a shareholder of the Corporation, will cause a termination of the Corporation's election to be treated as a small business corporation. A legend or endorsement indicating the existence of this Article XII shall be placed on the reverse side of all stock certificates issued by the Corporation. The percentage approval required to authorize a transfer of shares of the Corporation's election to be treated as an S Corporation shall not be reduced without the approval of less than one hundred percent (100%) of the outstanding stock of the Corporation.

## **ARTICLE XIII**

### **CONTRACTS BETWEEN THE CORPORATION AND RELATED PERSONS**

Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any entity of which one or more of its directors are members or employees or in which one or more of its directors are interested, or between the Corporation and any corporation or association of which one or more of its directors are shareholders, members, directors, officers, or employees or in which one or more of its directors are interested, shall not be voidable by the Corporation solely because of the director's interest, whether direct or indirect, in the transaction if:

1. the material facts of the transaction and the director's interest were disclosed or known to the board of directors or a committee of the board of directors, and a majority of disinterested members of the board of directors or committee authorized, approved, or specifically ratified the transaction; or
2. the material facts of the transaction and the director's interest were disclosed or known to the shareholders entitled to vote, and a majority of the shares held by disinterested shareholders authorized, approved or specifically ratified the transaction; or
3. the transaction was fair to the Corporation.

For purposes of this Article XIII, a majority of directors having no direct or indirect interest in the transaction shall constitute a quorum of the board or a committee of the board acting on the matter, and a majority of the shares entitled to vote on the matter, whether or not present, and other than those owned by or under the control of a director having a direct or indirect interest in the transaction, shall constitute a quorum of the shareholders for the purpose of acting on the matter.

COPY

**ARTICLES OF MERGER  
of  
AFFINITY FUND, INC.,  
a Florida corporation,  
into  
AFFINITY CORPORATION,  
a Wisconsin corporation**

FILED

94 SEP 30 PM 1:22

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THESE ARTICLES OF MERGER** are made pursuant to Section 180.1107 and adopted pursuant to Section 180.1103 of the Wisconsin Business Corporation Law, and are further made pursuant to Section 607.1107 and adopted pursuant to Section 607.1103 of the Florida Business Corporation Act, on this 29th day of September, 1994, by and between **AFFINITY FUND, INC.**, a Florida corporation ("Affinity Fund"), and **AFFINITY CORPORATION**, a Wisconsin corporation ("Affinity Corporation").

**ARTICLE I**

**PLAN OF MERGER**

The Plan of Merger required by the Wisconsin Business Corporation Law and the Florida Business Corporation Act is as follows:

**1.1 Corporate Existence of Affinity Corporation.** At the Effective Time (as defined in Section 1.7) of the Merger, Affinity Fund shall be merged with and into Affinity Corporation, and Affinity Corporation shall emerge as the surviving corporation. The corporate identity, existence, purposes, powers, franchises, rights and immunities of Affinity Corporation shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Affinity Fund shall be merged into Affinity Corporation and Affinity Corporation shall be fully vested therewith. The separate existence of Affinity Fund, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger, whereupon Affinity Fund and Affinity Corporation shall be and become one single corporation.

**1.2 Articles of Incorporation and Bylaws of Affinity Corporation.** The Articles of Incorporation and Bylaws of Affinity Corporation as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation and the Bylaws of Affinity Corporation following the Effective Time of the Merger until amended in accordance with the law and the terms thereof.

**1.3 Directors and Officers of Affinity Corporation.** The duly qualified and acting directors and officers of Affinity Corporation immediately prior to the Effective Time of the Merger shall be the directors and officers of Affinity Corporation, to hold office as provided in the Bylaws of Affinity Corporation.

**EFFECTIVE DATE**

10-1-94

**1.4 Conversion and Surrender of Shares.** The manner of conversion and exchange of shares shall be as follows:

**1.4.1 Conversion of Affinity Corporation Shares.** At the Effective Time of the Merger, each share of common stock, \$.01 par value, of Affinity Fund then issued and outstanding, without any action on the part of the holder thereof, shall be converted, at a ratio of one (1) to one (1), into shares of the common stock, \$.01 par value, of Affinity Corporation, which shares shall be deemed fully paid and non-assessable shares of the common stock, \$.01 par value, of Affinity Corporation. Also at the Effective Time of the Merger, each share of common stock, \$.01 par value, of Affinity Corporation then issued and outstanding shall be cancelled without any action on the part of the holder thereof.

**1.4.2 Surrender and Exchange of Shares.** At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which, immediately prior to the Effective Time of the Merger, represented shares of Affinity Fund, shall surrender such certificates to Affinity Corporation or its designated agent, and upon such surrender such shareholder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock, \$.01 par value, of Affinity Corporation into which the certificate(s) so surrendered shall have been converted, as provided in these Articles of Merger. Until surrendered to, and cancelled by, Affinity Corporation, each certificate to be surrendered as heretofore provided, shall be deemed, for all corporate purposes, to evidence the number of shares of Affinity Corporation's common stock, \$.01 par value, into which the same shall have been converted. Also at or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which, immediately prior to the Effective Time of the Merger, represented shares of Affinity Corporation, shall surrender such certificates to Affinity Corporation or its designated agent for cancellation.

**1.5 Conversion of Warrants.** At the Effective Time of the Merger, each outstanding warrant issued by Affinity Fund entitling the holder thereof to purchase shares of common stock, \$.01 par value, of Affinity Fund, without any action on the part of such warrant holder, shall be deemed, for all corporate purposes, to evidence the right to purchase the same number of shares of Affinity Corporation's common stock, \$.01 par value, on the same terms and conditions as stated in each such warrant, and at the request of any holder of an Affinity Fund warrant a new identical warrant in the name of Affinity Corporation shall be issued to such holder upon the surrender and cancellation of the Affinity Fund warrant.

**1.6 Effect of the Merger.** At the Effective Time of the Merger, Affinity Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of both Affinity Fund and Affinity Corporation, and all rights, privileges, immunities, powers and franchises of both Affinity Fund and Affinity Corporation and all property, real, personal and mixed, tangible or intangible, and all debts due to Affinity Fund and/or Affinity Corporation on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in Affinity



Corporation. All property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectively the property of Affinity Corporation as such were of either Affinity Fund or Affinity Corporation and the title to or any interest in any real estate vested by deed or otherwise in either Affinity Fund or Affinity Corporation shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and liens upon any property of Affinity Fund and/or Affinity Corporation shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time of the Merger, and all debts, liabilities, and duties of Affinity Fund and/or Affinity Corporation, respectively, shall thenceforth attach to Affinity Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by Affinity Corporation.

1.7 Effective Time of the Merger. The Effective Time of the Merger shall be 12:01 a.m., Central Daylight Time, on October 1, 1994.

## ARTICLE II

### SURVIVING CORPORATION

Pursuant to the Plan of Merger, Affinity Corporation, a Wisconsin corporation, shall be the surviving corporation.

## ARTICLE III

### APPROVAL OF PLAN OF MERGER

The Plan of Merger set forth in these Articles of Merger was adopted on September 30, 1994, by the board of directors and the shareholders of both Affinity Fund and Affinity Corporation in accordance with Section 180.1103 of the Wisconsin Business Corporation Law and Section 607.1103 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the parties hereto have caused these Articles of Merger to be executed on its behalf on the day and year first above written.

AFFINITY FUND, INC., a Florida Corporation

By: Maurice Daigneau  
Maurice Daigneau, President

AFFINITY CORPORATION, a Wisconsin Corporation

By: Maurice Daigneau  
Maurice Daigneau, President

[The name and address of the drafter of this instrument are on the next page.]

This instrument was drafted by and should be returned to:

Kenneth A. Kirley, Esq.  
Davis & Kuelthau, S.C.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202-6613  
414-276-0200

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# United States of America

STATE OF WISCONSIN

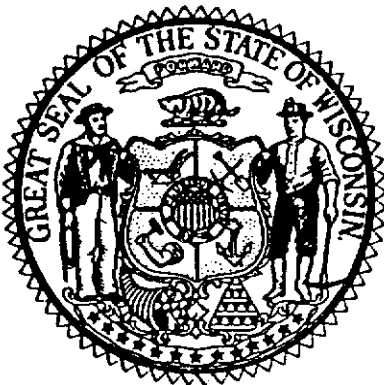
OFFICE OF THE  
SECRETARY OF STATE

SS.

To All to Whom These Presents Shall Come, Greeting:

I, DOUGLAS La FOLLETTE, Secretary of State of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that annexed copy has been compared by me with the document on file in this Office and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
the Great Seal of the State.



*Douglas La Follette*  
DOUGLAS La FOLLETTE  
Secretary of State

BY: *G. H. Skyles*  
Corporation Division

DATE: OCTOBER 3, 1994

# United States of America

STATE OF WISCONSIN

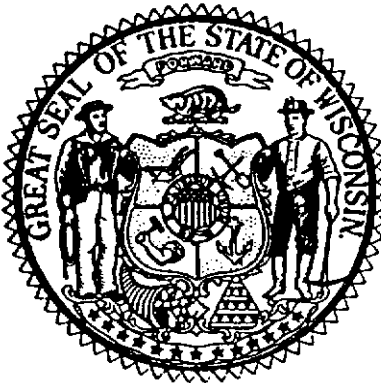
OFFICE OF THE  
SECRETARY OF STATE

SS.

**To All to Whom These Presents Shall Come, Greeting:**

I, DOUGLAS La FOLLETTE, Secretary of State of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that annexed copy has been compared by me with the document on file in this Office and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
the Great Seal of the State.



*Douglas La Follette*

DOUGLAS La FOLLETTE  
Secretary of State

BY:

*M. Shigie*  
Corporation Division

DATE: OCTOBER 4, 1994

**AFFINITY FUND, INC.  
AND  
AFFINITY CORPORATION**

- **Articles of Merger**  
Filed in Florida on September 30, 1994  
Effective as of October 1, 1994
- **Articles of Merger**  
Filed in Wisconsin on September 30, 1994  
Effective as of October 1, 1994



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

October 10, 1994

KELLIE LASKA  
DAVIS & KUELTHAU, S.C.  
111 E. KILBOURN AVE., SUITE 1400  
MILWAUKEE, WI 53202-6613

The Articles of Merger were filed on September 30, 1994, effective October 1, 1994, for AFFINITY CORPORATION, the surviving Wisconsin corporation not authorized to transact business in Florida.

The certification you requested is enclosed.

Should you have any further questions regarding this matter, please feel free to call (904) 487-6050, the Amendment Filing Section.

Linda Stitt  
Corporate Specialist  
Division of Corporations

Letter Number: 994A00044840

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on September 30, 1994, effective October 1, 1994, for AFFINITY CORPORATION, the surviving corporation not authorized to transact business in Florida, as shown by the records of this office.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Tenth day of October, 1994



CR2EO22 (2-91)

Jim Smith  
Secretary of State

RES  
7CS

**ARTICLES OF INCORPORATION**  
**OF**  
**AFFINITY CORPORATION**

The undersigned, being a person and acting as incorporator of a corporation under the Wisconsin business corporation law, Chapter 180 of the Wisconsin Statutes, hereby adopts the following as the Articles of Incorporation of such corporation:

SEP 11 12:00 PM  
# 1  
147133 DORSEY 11 11:11  
SEP 11 12:00 PM  
# 1  
147133 DORSEY 11 11:11

**ARTICLE I**

The name of the Corporation shall be AFFINITY CORPORATION.

**ARTICLE II**

The aggregate number of shares of stock that the Corporation shall have authority to issue shall be 30,000 shares of stock, designated as "Common Stock," with a par value of One Cent (\$0.01) per share.

**ARTICLE III**

The number of the initial directors shall be one. The name of the initial director is Maurice Daigneau. The initial director shall hold office until his successor shall have been elected and qualified or until his death, resignation or removal from office in the manner provided by law or the Bylaws of the Corporation. Initial directors shall have full power and authority to manage the business and regulate the affairs of the Corporation to the same extent as though such directors had been elected by the Shareholders.

STATE OF WISCONSIN  
SEP 11 12:00 PM  
# 1  
147133 DORSEY 11 11:11



#### ARTICLE IV

The initial registered office of the Corporation is located at 20875 Cross Roads Circle, Suite 400, Waukesha, WI 53186, and the name of its initial registered agent at such address is Maurice Daigneau.

#### ARTICLE V

The name and address of the Corporation's incorporator are:

Norman J. Matar, Esq.  
Davis & Kuelthau, S.C.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202-6613

#### ARTICLE VI


The Shareholders shall have the authority to fix in the Bylaws of the Corporation greater or lower quorum requirements or greater voting requirements for Shareholders or voting groups of Shareholders than that provided in the Wisconsin business corporation law.

#### ARTICLE VII

Action required or permitted by the Wisconsin business corporation law to be taken at a shareholders meeting may be taken without a meeting by shareholders if one or more written consents describing the action taken are signed by shareholders holding shares with sufficient voting power to cast not less than the minimum number or, in the case of voting groups, numbers of votes that would be necessary to authorize or take the action at a meeting at which

all shares entitled to vote were present and voted. To be effective, such written consent shall in all other respects comply with Section 180.0704 of the Wisconsin business corporation law.

EXECUTED as of the 28th day of September, 1994.

  
Norman J. Matar, Incorporator

This Document Was Drafted By:  
Norman J. Matar, Esq.

Please return to:

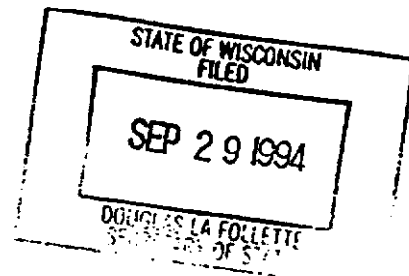
Norman J. Matar, Esq.  
Davis & Kuelthau, S.C.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, Wisconsin 53202-6613  
(414) 276-0200

ARTICLES OF  
INCORPORATION

Chapter 180

\$300.00

25.00 Separated Fee



## ARTICLES OF MERGER

of

02 AC 29732 AFFINITY FUND, INC.,  
(inc.) a Florida corporation,

into

01 AC 32767 AFFINITY CORPORATION,  
a Wisconsin corporation

NOT 07 1200PM

147425 EXPEL 15

15.01

THESE ARTICLES OF MERGER are made pursuant to Section 180.1107 and adopted pursuant to Section 180.1103 of the Wisconsin Business Corporation Law, and are further made pursuant to Section 607.1107 and adopted pursuant to Section 607.1103 of the Florida Business Corporation Act, on this 29th day of September, 1994, by and between AFFINITY FUND, INC., a Wisconsin corporation ("Affinity Fund"), and AFFINITY CORPORATION, a Wisconsin corporation ("Affinity Corporation").

### ARTICLE I

NOT 07 1200PM

#### PLAN OF MERGER

147425 EXPEL 15

15.01

The Plan of Merger required by the Wisconsin Business Corporation Law and the Florida Business Corporation Act is as follows:

1.1 Corporate Existence of Affinity Corporation. At the Effective Time (as defined in Section 1.7) of the Merger, Affinity Fund shall be merged with and into Affinity Corporation, and Affinity Corporation shall emerge as the surviving corporation. The corporate identity, existence, purposes, powers, franchises, rights and immunities of Affinity Corporation shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Affinity Fund shall be merged into Affinity Corporation and Affinity Corporation shall be fully vested therewith. The separate existence of Affinity Fund, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger, whereupon Affinity Fund and Affinity Corporation shall be and become one single corporation.

1.2 Articles of Incorporation and Bylaws of Affinity Corporation. The Articles of Incorporation and Bylaws of Affinity Corporation as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation and the Bylaws of Affinity Corporation following the Effective Time of the Merger until amended in accordance with the law and the terms thereof.

1.3 Directors and Officers of Affinity Corporation. The duly qualified and acting directors and officers of Affinity Corporation immediately prior to the Effective Time of the Merger shall be the directors and officers of Affinity Corporation, to hold office as provided in the Bylaws of Affinity Corporation.

80 : 11A 00 15S P1

**1.4 Conversion and Surrender of Shares.** The manner of conversion and exchange of shares shall be as follows:

**1.4.1 Conversion of Affinity Corporation Shares.** At the Effective Time of the Merger, each share of common stock, \$.01 par value, of Affinity Fund then issued and outstanding, without any action on the part of the holder thereof, shall be converted, at a ratio of one (1) to one (1), into shares of the common stock, \$.01 par value, of Affinity Corporation, which shares shall be deemed fully paid and non-assessable shares of the common stock, \$.01 par value, of Affinity Corporation. Also at the Effective Time of the Merger, each share of common stock, \$.01 par value, of Affinity Corporation then issued and outstanding shall be cancelled without any action on the part of the holder thereof.

**1.4.2 Surrender and Exchange of Shares.** At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which, immediately prior to the Effective Time of the Merger, represented shares of Affinity Fund, shall surrender such certificates to Affinity Corporation or its designated agent, and upon such surrender such shareholder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock, \$.01 par value, of Affinity Corporation into which the certificate(s) so surrendered shall have been converted, as provided in these Articles of Merger. Until surrendered to, and cancelled by, Affinity Corporation, each certificate to be surrendered as heretofore provided, shall be deemed, for all corporate purposes, to evidence the number of shares of Affinity Corporation's common stock, \$.01 par value, into which the same shall have been converted. Also at or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which, immediately prior to the Effective Time of the Merger, represented shares of Affinity Corporation, shall surrender such certificates to Affinity Corporation or its designated agent for cancellation.

**1.5 Conversion of Warrants.** At the Effective Time of the Merger, each outstanding warrant issued by Affinity Fund entitling the holder thereof to purchase shares of common stock, \$.01 par value, of Affinity Fund, without any action on the part of such warrant holder, shall be deemed, for all corporate purposes, to evidence the right to purchase the same number of shares of Affinity Corporation's common stock, \$.01 par value, on the same terms and conditions as stated in each such warrant, and at the request of any holder of an Affinity Fund warrant a new identical warrant in the name of Affinity Corporation shall be issued to such holder upon the surrender and cancellation of the Affinity Fund warrant.

**1.6 Effect of the Merger.** At the Effective Time of the Merger, Affinity Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of both Affinity Fund and Affinity Corporation, and all rights, privileges, immunities, powers and franchises of both Affinity Fund and Affinity Corporation and all property, real, personal and mixed, tangible or intangible, and all debts due to Affinity Fund and/or Affinity Corporation on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in Affinity

Corporation. All property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectively the property of Affinity Corporation as such were of either Affinity Fund or Affinity Corporation and the title to or any interest in any real estate vested by deed or otherwise in either Affinity Fund or Affinity Corporation shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and liens upon any property of Affinity Fund and/or Affinity Corporation shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time of the Merger, and all debts, liabilities, and duties of Affinity Fund and/or Affinity Corporation, respectively, shall thenceforth attach to Affinity Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by Affinity Corporation.

1.7 Effective Time of the Merger. The Effective Time of the Merger shall be 12:01 a.m., Central Daylight Time, on October 1, 1994.

## ARTICLE II

### SURVIVING CORPORATION

Pursuant to the Plan of Merger, Affinity Corporation, a Wisconsin corporation, shall be the surviving corporation.

## ARTICLE III

### APPROVAL OF PLAN OF MERGER

The Plan of Merger set forth in these Articles of Merger was adopted on September 30, 1994, by the board of directors and the shareholders of both Affinity Fund and Affinity Corporation in accordance with Section 180.1103 of the Wisconsin Business Corporation Law and Section 607.1103 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the parties hereto have caused these Articles of Merger to be executed on its behalf on the day and year first above written.

AFFINITY FUND, INC., a Florida Corporation

By: Maurice Daigneau  
Maurice Daigneau, President

AFFINITY CORPORATION, a Wisconsin Corporation

By: Maurice Daigneau  
Maurice Daigneau, President

[The name and address of the drafter of this instrument are on the next page.]

This instrument was drafted by and should be returned to:

Kenneth A. Kirley, Esq.  
Davis & Kuelthau, S.C.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202-6613  
414-276-0200

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Article, L. Mays

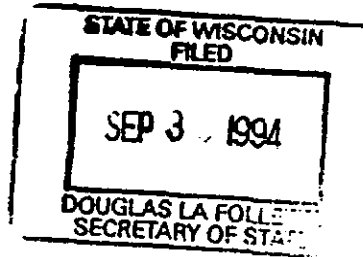
Plays: Affinity Fund, Inc. (Chicago Foreign)  
Intro: Affinity Corporation (Domestic) (Surrender)

Note

Mays

Effective

10/1/94



\$100.00 per; \$25 Exp. Fee

Atty. Kenneth A. Kirley  
Davis & Kuelthau, S.C.  
111 E. Kilbourn Ave., Suite 1400,  
Milwaukee, WI 53202-6013